



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dent	A	Contract Number	
County Department Real Estate Services Department			Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative David H. Slaughter, Director			Telephone 387-7813		Total Contract Amount	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Original Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No. 71N31852	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name SAN BERNARDINO - CSD Storage - 435 S. Waterman Avenue			Estimated Payment Total by Fiscal Year FY Amount I/D FY Amount I/D			

CONTRACTOR Community Services Department of San Bernardino

Federal ID No. or Social Security No. _____

Contractor's Representative _____

Address 686 E. Mill Street, San Bernardino, CA 92415-0610 Phone (909) 891-3864

Nature of Contract: *(Briefly describe the general terms of the contract)*

This Lease Contract is for a period of one (1) year. Leased Premises consist of 11,100 gross square feet of office and warehouse space. Rental is \$.45 per square foot per month.

The COUNTY and Vanir Development Company, Inc. ("Master Landlord") have entered into a Lease Agreement, Contract No. 82-90 (the "Master Lease"), wherein Master Landlord agreed to lease certain real property to the COUNTY. The COUNTY now desires to sublet a portion of the Premises to the Community Services Department of San Bernardino as subtenant. COUNTY has obtained permission for this sublease from the Master Landlord as per Paragraph 10 of the Master Lease Agreement dated March 15, 1982.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink) ► SEE SIGNATURE PAGE County Counsel	Reviewed as to Contract Compliance ► Department Head	Presented to BOS for Signature ► Department Head
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Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Date _____

Date _____

Date _____

COUNTY OF SAN BERNARDINO

SUBLEASE AGREEMENT

SUBTENANT: COMMUNITY SERVICES DEPARTMENT OF SAN
BERNARDINO
686 East Mill Street
San Bernardino, CA 92415-0610

COUNTY: COUNTY OF SAN BERNARDINO
Real Estate Services Department
825 East Third Street
San Bernardino, CA 92415-0832

PREMISES: 435 S. Waterman Avenue
San Bernardino, CA

TERM OF LEASE: One (1) year

COMMENCEMENT DATE OF SUBLEASE: July 1, 2003

REVENUE PER SQUARE FOOT: \$.45/sq. ft. (\$4,995.00 per month)

COUNTY CONTRACT NUMBER:

REVISION DATE: 4/16/98

DATE TYPED: 06/09/03

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Exhibit A - Master Lease

Exhibit B - Subleased Premises

Exhibit C - List of Former County Officials

SUBLEASE AGREEMENT

WHEREAS, the County of San Bernardino ("COUNTY") under Lease Contract No. 82-90 (the "Master Lease"), leases approximately 24,735 square feet of warehouse space located at 433 and 435 S. Waterman Avenue, San Bernardino, California; and,

WHEREAS, 11,100 square feet of this space (Suites E-M) has been determined to be additional leasehold not required for COUNTY use and the COUNTY now desires to sublease the additional leasehold space to the Community Services Department; and,

WHEREAS, the Master Lease (a copy of which is attached as Exhibit A) does require the written approval of the landlord, Vanir Development Company, Inc. (the "Master Landlord"), to sublease a portion of the Premises; and,

WHEREAS, the COUNTY has obtained the written approval of the "Master Landlord" to sublease the portion of the Premises; and,

NOW THEREFORE, the parties agree as follows:

1. **PARTIES:** This sublease is made between COUNTY as landlord, and Community Services Department of San Bernardino, (herein referred to as "SUBTENANT"), who agree as follows:
2. **PREMISES LEASED:** COUNTY subleases to SUBTENANT and SUBTENANT subleases from COUNTY 11,100 square feet of the real property and other improvements, with parking spaces, including handicapped parking, at 435 S. Waterman Avenue, Suites E-M, San Bernardino, California ("Premises"), as described in Exhibit B.
3. **TERM:** This sublease shall commence on July 1, 2003, and continue through June 30, 2004. This sublease is subject to the provisions of the Master Lease, County Contract No. 82-90, covering the real property of which the Premises are a part, dated March 15, 1982, between COUNTY and Vanir Development Company, Inc. ("Master Landlord"). COUNTY represents that the Master Landlord has given its consent for this sublease, that this sublease does not violate any provision of the Master Lease, and that no provisions of this sublease are in conflict with any of the provisions of the Master Lease. If the Master Lease terminates, this sublease shall be terminated as a result of such termination of the Master Lease, and the parties shall be released from all liabilities and obligations under this sublease.
4. **RENT:** SUBTENANT shall pay to COUNTY the monthly rental of Four Thousand Nine Hundred Ninety-five and 00/100 Dollars (\$4,995.00) in advance on the 15th day of each month, commencing when the term commences, continuing during the term. All rent shall be paid to COUNTY at the address to which notices to COUNTY are given. Rent for any partial month shall be prorated based on the actual number of days in the month.
5. **EXPANSION OF RENTAL SPACE:**

a. COUNTY shall not lease or extend an existing lease covering all or any part of the area of the building in which the Premises are located that is marked on Exhibit "A" as Expansion Space ("Expansion Space") to a third party without first notifying SUBTENANT that COUNTY intends to lease part or all of the Expansion Space. At any time during the term of this Lease that all or any part of the Expansion Space is not leased to a third person, SUBTENANT shall have the option to add to the Premises any part or all of the Expansion Space that is not leased to a third party. In the event COUNTY makes or receives a bona fide offer to actually lease or extend an existing lease on some or all of the Expansion Space, COUNTY shall provide SUBTENANT with written notice of COUNTY's intention to lease (or extend an existing lease) some or all of the Expansion Space to a third party. COUNTY's notice to SUBTENANT shall include all material terms of the third-party offer. SUBTENANT shall have thirty (30) days from SUBTENANT's receipt of COUNTY's notice to determine whether SUBTENANT wishes to add any part or all of the Expansion Space identified in the third-party offer to the Premises. COUNTY shall have the right to lease to a third party (or extend an existing lease with such third party), on the terms set forth in COUNTY's notice to SUBTENANT, any part of the Expansion Space mentioned in the third-party offer as to which SUBTENANT has not notified COUNTY of SUBTENANT's agreement to lease within thirty (30) days after SUBTENANT's receipt of COUNTY's notice. If SUBTENANT does not exercise its option to add the Expansion Space mentioned in the third party offer to the Premises, and COUNTY is unable to consummate the transaction described in the third-party offer with such third party, SUBTENANT's rights under this paragraph shall be reinstated automatically. Further, SUBTENANT's rights under this paragraph shall accrue anytime any of the Expansion Space is not leased to a third party or becomes available.

b. If SUBTENANT exercises its option to lease the Expansion Space or part of it, the Expansion Space or part of it shall be included within the Premises and leased to SUBTENANT pursuant to all provisions of this Lease, including, without limitation, the provisions relating to COUNTY's Improvements, rent and parking. Additional parking spaces will be added to the Premises at the rate of two (2) additional parking space(s) for each one thousand (1,000) square feet of Expansion Space leased. The rent payable under this Lease shall be increased proportionately by the sum of the basic rental rate per square foot of floor area for each square foot of floor area in the Expansion Space leased by SUBTENANT. SUBTENANT's obligation to pay rent on the Expansion Space shall be governed by **Paragraph 4, RENT**. The parties shall immediately execute an amendment to this Lease stating the addition of the Expansion Space or part thereof to the Premises and the additional rent for the Expansion Space.

c. If during the term of this Lease, COUNTY follows the provisions of subparagraphs a and b, above, and thereafter grants a third party an option to lease or extend an existing lease for all or part of the expansion space, the third party's option will take precedence over the SUBTENANT's right of first refusal and option set forth in subparagraphs a and b, above.

6. **RETURN OF PREMISES:** The SUBTENANT agrees that it will, upon any termination of this sublease, return the Premises in as good condition and repair as the Premises now are or shall hereafter be put; reasonable wear and tear excepted.

7. **TAXES:** SUBTENANT shall pay before delinquency any and all property taxes, assessments, fees, or charges, including possessory interest taxes, which may be levied or assessed upon any personal property, improvements or fixtures installed or belonging to SUBTENANT and located within the Premises. SUBTENANT shall also pay all license or permit fees necessary or required by law for the conduct of its operation. SUBTENANT recognizes and understands that this sublease may create a possessory interest subject to property taxation and that the SUBTENANT may be subject to the payment of property taxes levied on such interest.

8. **USE:** This sublease is limited to the purpose of SUBTENANT's warehouse for storage. SUBTENANT shall make no other use of the Premises without the COUNTY's consent. SUBTENANT may not sublease the Premises.

9. **MAINTENANCE:** COUNTY, through the Master Landlord, shall provide all exterior maintenance and maintain the Premises' mechanical systems (i.e. HVAC, electrical, plumbing, etc.).

10. **ALTERATIONS:** SUBTENANT shall not make any structural or exterior improvements or alterations to the Premises without Master Landlord and COUNTY's consent. Any such alterations made shall remain on and be surrendered with the Premises on expiration or termination of the sublease.

11. **FIXTURES:** SUBTENANT shall have the right during the term(s) of this sublease to install shelving and fixtures, and make interior, non-structural improvements or alterations in the Premises. Such shelving, fixtures, improvements, and alterations shall remain the property of the SUBTENANT and may be removed by the SUBTENANT during the term(s) of this sublease, provided that the SUBTENANT restores the Premises to the condition as it existed at the commencement of this sublease, reasonable wear and tear excluded.

12. **UTILITIES:** SUBTENANT through COUNTY and/or Master Landlord, shall furnish to the Premises and pay all service charges and related taxes for water, trash, sewer, telephone, and all other utilities.

13. **HOLD HARMLESS:** SUBTENANT agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY and the Master Landlord, and their authorized officers, agents, volunteers and employees, from any and all claims, actions, losses, damages, and/or liability arising out of this sublease from any cause whatsoever including the acts, errors or omissions of any person and for any costs of expenses incurred by the COUNTY on account of any claim therefore except where such indemnification is prohibited by law.

14. **INSURANCE:**

a. COUNTY is a public entity and is self-insured.

b. Without in anyway affecting the indemnity herein provided and in addition thereto, SUBTENANT shall secure and maintain throughout the sublease the following types of insurance with limits as shown:

(1) Workers' Compensation: A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) limits, covering all persons providing services on behalf of the SUBTENANT and all risks to such persons under this agreement. This requirement is waived by the COUNTY's Risk Manager pursuant to subparagraph 13.g. below. The COUNTY's Risk Manager may reinstate this requirement upon thirty (30) days notice.

(2) Comprehensive General and Automobile Liability Insurance: This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00). The requirement for automobile liability coverage is waived by the COUNTY's Risk Manager pursuant to subparagraph 13.g. below. The COUNTY's Risk Manager may reinstate this requirement upon thirty (30) days notice.

(3) Fire Legal Liability Insurance: Adequate to cover both the value of COUNTY's property on the COUNTY's entire premises under the Master Lease and the amount of any such insurance the COUNTY is required to maintain under the Master Lease for destruction of the entire premises under the Master Lease.

(4) Fire Insurance - Adequate to cover full cash value of SUBTENANT's personal property, SUBTENANT owned improvements and betterments located on Premises.

c. Additional Named Insured: All policies, except for the Workers' Compensation, shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of this agreement.

d. Waiver of Subrogation Rights: SUBTENANT shall require the carriers of the above required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors.

e. Policies Primary and Non-Contributory: All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

f. Proof of Coverage: SUBTENANT shall immediately furnish certificates of insurance to COUNTY, evidencing the insurance coverage, including endorsements, above required prior to occupying the Premises and the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the COUNTY, and SUBTENANT shall maintain such insurance from the time of

occupancy and commencement of performance of services hereunder until the completion of such occupancy. Within sixty (60) days of the commencement of this agreement, the SUBTENANT shall furnish certified copies of the policies and all endorsements.

g. Insurance Review: The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk. Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. SUBTENANT agrees to execute any such amendment within thirty (30) days of receipt.

h. Failure to Have Insurance: In the event COUNTY receives a notice of cancellation concerning any of the required policies, or should SUBTENANT fail to have in effect the required coverage at any time during this sublease, COUNTY may give notice to SUBTENANT to immediately suspend all SUBTENANT's activities and/or notice to reinstate or acquire the affected coverage. Should SUBTENANT fail to reinstate or acquire the affected coverage within ten (10) days of COUNTY's notice to reinstate or acquire such coverage, COUNTY may either terminate the sublease, reinstate or acquire the affected coverage, and SUBTENANT shall reimburse COUNTY for the necessary cost at COUNTY's option. If SUBTENANT does not reimburse COUNTY within ten (10) days after demand by COUNTY, COUNTY shall have the right to withhold from any amounts due the SUBTENANT the sum COUNTY has expended until COUNTY is reimbursed in full.

i. COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make it a partner or joint venturer with SUBTENANT.

15. **COUNTY'S ACCESS TO PREMISES:** COUNTY and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

- a. To determine whether the Premises are in good condition;
- b. To do any necessary maintenance and to make any restoration to the Premises that COUNTY has the right or obligation to perform.
- c. To serve, post, or keep posted any notices required by law;

COUNTY shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to SUBTENANT.

16. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person, including notices under the California unlawful detainer statutes, shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) COUNTY working days from the time of mailing if mailed as provided in this paragraph.

SUBTENANT's address: Community Services Department of San Bernardino
686 East Mill Street
San Bernardino, CA 92415-0610

COUNTY's address: County of San Bernardino
Real Estate Services Department
825 East Third Street
San Bernardino, CA 92415-0832

17. **INCORPORATION OF PRIOR AGREEMENT:** This sublease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this sublease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

18. **WAIVERS:** No waiver by either party of any provisions of this sublease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

19. **AMENDMENTS:** No provision of this sublease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this sublease.

20. **SUCCESSORS:** This sublease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

21. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this sublease is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this sublease or any other portion thereof.

22. **TIME OF ESSENCE:** Time is of the essence of each provision of this sublease which specifies a time within which performance is to occur. In the absence of any specific time for performance, performance may be made within a reasonable time.

23. **QUIET ENJOYMENT:** Subject to the provisions of this sublease and conditioned upon performance of all the provisions to be performed by SUBTENANT hereunder, COUNTY shall secure to SUBTENANT during the sublease term the quiet and peaceful possession of the Premises and all right and privilege appertaining thereto.
24. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.
25. **CONSENT:** Whenever consent or approval of either party is required that party shall not unreasonably withhold or delay such consent or approval.
26. **EXHIBITS:** All exhibits referred to are attached to this sublease and incorporated by reference.
27. **LAW:** This sublease shall be construed and interpreted in accordance with the laws of the State of California.
28. **JURY TRIAL WAIVER:** COUNTY and SUBTENANT hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either COUNTY against SUBTENANT or SUBTENANT against COUNTY on any matter whatsoever arising out of, or in any way connected with, this sublease, the relationship of COUNTY and SUBTENANT, SUBTENANT's use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.
29. **SUBTENANT'S RIGHT TO TERMINATE LEASE:** The SUBTENANT shall have the right to terminate this Lease at any time whenever SUBTENANT, in its sole discretion, determines it would be in SUBTENANT's best interests to terminate this Lease. SUBTENANT shall give COUNTY notice of any termination pursuant to this paragraph at least sixty (60) days prior to the date of termination.
30. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under **Paragraph 12, HOLD HARMLESS.**
31. **VENUE:** The parties acknowledge and agree that this lease was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this lease will be San Bernardino County. Each party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this lease is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

32. **CAPTIONS, TABLE OF CONTENTS AND COVER PAGE:** The paragraph captions, table of contents and the cover page of this sublease shall have no effect on its interpretations.

33. **SURVIVAL:** The obligations of the parties which, by their nature, continue beyond the term of this sublease, will survive the termination of this sublease.

34. **ESTOPPEL CERTIFICATES:** Each party within thirty (30) days after notice from the other party, shall execute and deliver to other party, in recordable form, a certificate stating that this sublease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of minimum monthly rent, the dates to which the rent has been paid in advance, the amount of any security deposit or prepaid rent, and that there are no uncured defaults or specifying in reasonable detail the nature of any uncured default claimed. Failure to deliver the certificate within thirty (30) days shall be conclusive upon the party requesting the certificate, that this sublease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate, and that there are no uncured defaults on the part of the party requesting the certificate. The estoppel certificate shall be in the form as provided by the County of San Bernardino.

35. **DESTRUCTION OF PREMISES:**

a. If during the term of this lease, any casualty renders less than twenty-five percent (25%) of the floor space of the leased Premises unusable for the purpose intended, COUNTY shall commence restoration of the Premises within sixty (60) days of notice of the casualty and shall thereafter complete restoration of the Premises within a reasonable time. If COUNTY does not commence the restoration obligations of this subparagraph within the time limitation set forth, SUBTENANT may thereafter terminate this lease by written notice to COUNTY at any time prior to COUNTY commencing restoration.

b. If during the term of the lease, any casualty renders twenty-five percent (25%) or more of the floor space of the leased Premises unusable for the purpose intended, this lease shall be terminated as of the date of the casualty. If the lease is terminated pursuant to this subparagraph, SUBTENANT shall have a reasonable time to vacate the Premises and shall not be required to pay rent during the reasonable time required to vacate the Premises.

36. **FORMER COUNTY OFFICIALS:** SUBTENANT agrees to provide or has already provided information on former COUNTY administrative officials (as defined below) who are employed by or represent SUBTENANT. The information provided includes a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff,

COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "C", List of Former County Officials.)

37. **INTERPRETATIONS:** As this agreement was jointly prepared by both parties, the language in all parts of this agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

END OF SUBLEASE TERMS.

COUNTY OF SAN BERNARDINO

**SUBTENANT: COMMUNITY SERVICES
DEPARTMENT OF SAN
BERNARDINO**

Dennis Hansberger, Chairman
Board of Supervisors

Patricia L. Nickols, Executive Director

Dated: _____

Date: _____

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

J. RENEE BASTIAN, Clerk of the Board
of Supervisors

By: _____
Deputy

Date: _____

Approved as to Legal Form:

ALAN K. MARKS, County Counsel
San Bernardino County, California

By: _____
Rex Hinesley, Chief Deputy

Dated: _____

Vanir Development Company, Inc., the LANDLORD under the Master Lease for the Premises, and pursuant to Paragraph 10, of the Master Lease, hereby consents to the above sublease.

Vanir Development Company, Inc.,

By: _____

Title: H. Frank Dominguez, President

Date: _____